BLACKWATER SECURITY CONSULTING, LLC et al v. WESTCHESTER SURPLUS LINES INSURANCE COMPANY eDadc. 60 Att. 3

### **EXHIBIT 1**



GENERAL CHANGE ENDORSEMENT

ace usa

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER,

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB EFFECTIVE 03-03-04 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO. 1

IT IS AGREED THE ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT ENDORSEMENT IS ADDED PER THE ATTACHED.

AUTHORIZED REPRESENTATIVE

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

#### Name of Person or Organization:

A&E EQUIPMENT RENTAL 1130 SAND ISLAND PARKWAY ROAD HONOLULU, HAWAII 96819

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

- 1. To any "occurrence" which takes place after the equipment lease expires:
- To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



GENERAL CHANGE ENDORSEMENT

ace usa

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

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BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

EFFECTIVE 01-23-04 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO. 2

IT IS AGREED THE PREMIUM IS PAYABLE SECTION IS ADDED AS FOLLOWS:

IN ADVANCE ADJUSTABLE AT A RATE OF \$2.14 \$125,000

PER \$1,000 GROSS RECEIPTS ESTIMATED ANNUAL EXPOSURE \$58,405,000

ANNUAL MINIMUM PREMIUM \$125,000

\$ N/A

\$ N/A

\$125,000 TOTAL AMOUNT DUE

DATE: 04-13-04

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GENERAL CHANGE ENDORSEMENT

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB EFFECTIVE 05-18-04 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO.3

IT IS AGREED THAT THE ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION FORM NUMBER CG2026 11 85 IS ADDED PER ATTACHED.

#### FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: CG2026 (11-85)

DATE: 06-22-04

AUTHORIZED REPRESENTATIVE

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16-22-04

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Page 1 of

FORMS SCHEDULE

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC. 550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

ENDORSEMENT DATE: 05/18/2004

COMMERCIAL GENERAL LIABILITY

CG2026 (11-85) ADDTL INSURED-DESIGNATED PERSON OR ORGANIZATION

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### **SCHEDULE**

#### Name of Person or Organization:

CITY OF VIRGINIA BEACH, VA DEPARTMENT OF CONVENTION & VISITOR DEVELOPMENT CONVENTION FACILITIES DIVISION; ON TARGET CHALLENGE INC.; SWAT WORLD CHAMPIONSHIP, LLC (for 5/18/04 to 5/22/04).

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



GENERAL CHANGE ENDORSEMENT

ace usa

POLICY NO. GLW-778197-0/004

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER,

INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

EFFECTIVE 09-07-04 THIS POLICY IS AMENDED AS SHOWN

COMMON POLICY PACKAGE

For an additional/return premium, the items below are changed as indicated:

THIS ENDORSEMENT IS EFFECTIVE FROM 09/07/2004 TO 01/23/2005

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO.4

IT IS AGREED THAT RAVEN DEVELOPMENT IS ADDED AS A NAMED INSURED PER THE ATTACHED.

DATE: 09-16-04

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EXTENDED NAMED INSURED

POLICY NO. GLW-778197-0/004

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

ENDORSEMENT DATE: 09/07/2004

BLACKWATER LODGE & TRAINING SYSTEMS, INC. BLACKWATER TARGET SYSTEMS LLC BLACKWATER SECURITY CONSULTANTS LLC E & J HOLDINGS LLC RAVEN DEVELOPMENT

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Page 1 SIGNATURE OF AUTHORIZED REPRESENTATIVE

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GENERAL CHANGE ENDORSEMENT

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POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB EFFECTIVE 09-07-04 THIS POLICY IS AMENDED AS SHOWN

#### COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are charged as indicated:

ENDORSEMENT NO.5

IT IS AGREED THAT THE ENGINEERS, ARCHITECTS, OR SURVEYOR PROFESSIONAL LIABILITY, FORM CG2243 07 98 IS ADDED PER THE ATTACHED.

#### FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: CG2243 (07-98)

DATE: 09-16-04

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FORMS SCHEDULE

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

ENDORSEMENT DATE: 09/07/2004

COMMERCIAL GENERAL LIABILITY

CG2243 (07-98) EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PRO

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY CG 22 43 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

- The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- Supervisory, inspection, architectural or engineering activities.



GENERAL CHANGE ENDORSEMENT

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POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER,

INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB EFFECTIVE 09-07-04 THIS POLICY IS AMENDED AS SHOWN

· COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO.6

IT IS AGREED THAT THE DESIGNATED WORK, FORM CG2134 01 87 IS ADDED PER THE ATTACHED.

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: CG2134 (01-87)

DATE: 09-16-04

AUTHORIZED REPRESENTATIVE

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FORMS SCHEDULE

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

ENDORSEMENT DATE: 09/07/2004

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COMMERCIAL GENERAL LIABILITY

CG2134 (01-87) EXCLUSION - DESIGNATED WORK

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUSION – DESIGNATED WORK**

This endorsement modifies insurance provided under the following:

**SCHEDULE** 

#### Description of your work:

Construction of any Single Family Dwelling, Townhouse, Condominium, or Multi-track Housing Development

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.



GENERAL CHANGE ENDORSEMENT

ace usa

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

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BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD: From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

EFFECTIVE 09-07-04 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO.7

IT IS AGREED THAT THE DESIGNATED OPERATION COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM, FORM NUMBER CG2154 01 96 IS ADDED PER THE ATTACHED.

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: CG2154 (01-96)

DATE: 09-16-04

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Page 1 of

FORMS SCHEDULE

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

ENDORSEMENT DATE: 09/07/2004

COMMERCIAL GENERAL LIABILITY

CG2154 (01-96) EXCLUSION-DESIGNATED OPERATIONS COVERED BY A

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Page 1 of

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Description and Location of Operation(s):

Any prior or ongoing operation(s) where you participated in a consolidated (wrap-up) insurance program

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.



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#### GENERAL CHANGE ENDORSEMENT

ace usa

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

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BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD: From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

EFFECTIVE 09-07-04 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ENDORSEMENT NO.8

IT IS AGREED THAT THE SILICA, DUST AND PARTICULAR MATTER EXCLUSION, FORM NUMBER LD15270 01 04 IS ADDED PER THE ATTACHED.

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: LD-15270 01 04

DATE: 09-16-04

AUTHORIZED REPRESENTATIVE

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FORMS SCHEDULE

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.
550 PUDDIN RIDGE
MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD: From 01/23/2004 to 01/23/2005

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN AB

ENDORSEMENT DATE: 09/07/2004

COMMERCIAL GENERAL LIABILITY

LD-15270 01 04 SILICA, DUST & PARTICULATE MATTER EXCLUSION

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Page 1 of 1

amed Insure	d		Endorsement Number
olicy Symbo	Policy Number	Policy Period	Effective Date of Endorsement

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, loss, liability, or legal obligation.

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Authorizad	Representative
AUGUZEO	Representante

01/28/04 13:39 FAX

HEATH INSURANCE

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# eath Insurance Brokers

...engineering insurance solutions...

REVISED BINDER #2476105

#### RENEWAL

PREMIUM \$125,000

NAMED INSURED:

Blackwater Lodge & Training Center, Inc.

Blackwater Security Consultants, LLC Blackwater Target Systems, LLC

E&J Holdings, LLC 550 Puddin Ridge Moyock, NC 27958

POLICY TERM:

1/23/04 - 05

CARRIER:

Westchester Surplus Lines Insurance Company (Non-Admitted)

POLICY NUMBER:

GLW 778197

COVERAGE:

Commercial General Liability (Occurrence - CG 00 01 10/01)

LIMITS OF LIABILITY:

Each Occurrence \$1,000,000 General Aggregate \$2,000,000 **Products Aggregate** 

\$2,000,000 Personal & Advertising Injury \$1,000,000

Fire Legal Liability 50,000 Medical Payments 5,000

DEDUCTIBLE:

\$50,000

Per Occurrence

PREMIUM:

\$125,000 M&D Annual, plus Applicable Surplus Lines Taxes & Fee's\* Rate: \$2.14 per \$1,000 Gross Receipts estimated @ \$58,405,000

25% Minimum Earned Premium applies at inception. \$5,000 TRIA Surcharge, included in the above premium.

TERMS & CONDITIONS:

#### **Exclusions:**

- Asbestos
- Discrimination
- **Employment-Related Practices**
- Nuclear Energy Liability •
- Lead
- Fungi or Bacteria \*
- Total Pollution
- Limited Exclusion of Certified Acts of Terrorism
- Punitive Damage Related to a Certified Act of Terrorism
- Known Injury or Damage
- Designated Professional Services (any training Instruction or consulting services pertaining to firearms, security or driving)

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HEATH INSURANCE

4007

### Heath Insurance Brokers

engineering insurance solutions...

Law Enforcement Activities

#### **Endorsements:**

- Amendment Aggregate Limits of Insurance (Per Location)
- Common Policy Conditions
- Signature Endorsement
- Deductible Liability Insurance
- Service of Suit

#### Subject to:

- An Audited Financial Statement approved by ACE and showing a full accounting of receipts from Blackwater Security Consulting, LLC.
- Evidence of Professional Liability coverage place elsewhere including Dec. Pages due immediately.
- Six years of currently valued hard-copy loss information showing no incurred losses due immediately.
- 4. A favorable loss control survey within 45 days of binding.
- Any applicable taxes or surcharges are in addition to the above quoted figure.
- 5. Premium is due within 10 days of policy inception.
- 7. Authority is granted to the Producer to issue unmodified ACORD Certificates of Insurance. You may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to the insurance company for approval. Certificates of insurance may only be issued as a matter of information. They do not amend, extend or alter coverage under this policy. The insurance company does not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if any endorsement or policy change (including the addition of additional insured coverage or other coverage) is needed.

Bound by: Down Bound Come , January 27, 2004

Please read this Quotation carefully as terms quoted may not be consistent with the application. Insurance when effected shall be subject to all terms & conditions of policy(ies) which will be issued, and in the event of any inconsistency herewith, the terms & provisions of such policy(ies) shall prevait. Agent acknowledges that Heath may place coverage with an insurance market that requires Heath to guarantee payment of premiums. In the event that Heath places coverage with such an insurance market, Agent hereby guarantees payment to premium to Heath.

HEATH INSURANCE BROKERS 300 South Wacker Drive, Suite 900, Chicago, Illinois 60606 (312) 986-0404 (312) 986-0491 blackwateracegljan04.doc

<sup>\*</sup> It is hereby clearly understood and agreed that HEATH INSURANCE BROKERS will handle the Surplus Lines filing on your behalf.

01/28/04 13:38 FAX

HEATH INSURANCE

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### Heath Insurance Brokers

...engineering insurance solutions ...

BINDER #2483105

NEW 2

RENEWAL

PREMIUM \$145,000

NAMED INSURED:

Blackwater Lodge & Training Center, Inc.

550 Puddin Ridge Moyock, NC 27958

POLICY TERM:

1/27/04 - 1/23/05

CARRIER:

Liberty Insurance Underwriters (Admitted)

POLICY NUMBER:

LQ1-B71-200233-014

COVERAGE:

Umbrella Liability - Occurrence

LIMITS OF LIABILITY:

\$15,000,000 Each Occurrence and in the Aggregate where applicable Excess of the

Scheduled Underlying and/or SIR.

IR:

\$10,000

PREMIUM:

\$145,000 M&D Annual (excluding Terrorism)

25% Minimum Earned Premium applles at Inception

**TERMS & CONDITIONS:** 

Per Policy Form 1001 Umb. (Ed. 04/00) and the following additional endorsements:

#### Exclusions:

- Aircraft & Watercraft Liability (in form)
- War / Terrorism
- CCC (Real/ Personal)
- Mold
- Asbestos (in form)
- Lead
- Professional Liability
- Total Pollution (in form)
- Nuclear Energy (in form)
- EPLI (in form)
- ERISA (in form)
- UM/UIM (in form)
- Intellectual Property
- Cross Suits
- Aircraft & Grounding Products
- Silicosis
- Occupational Disease

#### Follow Form:

· Employer's Liability

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HEATH INSURANCE

**2**003

## Heath Insurance Brokers

...engineering Insurance solutions ...

#### Attachments:

- State Amendatory (If Applicable)
- Unimpaired Aggregate
- Defense Outside Limits.

#### Subject to:

Receipt of currently valued carrier loss runs for GL and Auto.

- 2. All Underlying Carriers must meet our Underwriting Guidelines (A VII or better)
- Complete Copy (Including all forms & endorsements) of the Underlying Policies, due within 90 days of policy inception.
- NOTE: This quote is subject to verification of the underlying terms and conditions of any losses excess of \$50,000.

5. Premium is due within 20 days of policy inception.

6. Completed Schedule A form due within 10 days of policy inception.

7. Authority is granted to the Producer to Issue unmodified ACORD Certificates of Insurance. You may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to the insurance company for approval. Certificates of Insurance may only be issued as a matter of information. They do not amend, extend or after coverage under this policy. The insurance company does not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if any endorsement or policy change (including the addition of additional insured coverage or other coverage) is needed.

#### SCHEDULE OF UNDERLYING:

#### General Liability:

Carrier:

Westchester Surplus Lines Ins. Co.

Policy #: GLW 778 197

Limits:

\$1,000,000

Each Occurrence

\$2,000,000

General Aggregate - per location / per job

\$2,000,000

Products Completed Ops. Aggregate

Deductible: \$50,000 Term: 1/23/04 - 05

#### **Auto Liability:**

Carrier:

Travelers

Limits:

\$1,000,000 CSL

#### **Employers Liability**

Carrier:

: Granite State

Limits:

\$500,000/\$500,000/\$500,000

Bound by: Alis Bound fine , January 28, 2004

Please read this Quotation cerefully as terms quoted may not be consistent with the application. Insurance when effected shall be subject to all terms & conditions of policy(les) whilch will be issued, and in the event of any inconsistency believing, the terms & provisions of such policy(les) shall preveit, Agent acknowledges that Heath may place coverage with an insurance market that requires Heath to guarantee payment of premiums, in the event that Heath places coverage with such an insurance market, Agent hereby guarantees payment to premium to Heath.

HEATH INSURANCE BROKERS 300 South Wacker Drive, Suite 900, Chicago, Illinois 60606 (312) 986-0404 (312) 966-0491 blackwaterlibertyjan04.doc

01/28/94 13:38 FAX

HEATH	INSURANCE
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### SCHEDULE A

### SCHEDULE OF UNDERLYING INSURANCE

# BLACKWATER LODGE & TRAINING CENTER, INC. #LQ1-B71-200233-014

COVERAGE	INSURER POLICY PERIOD POLICY NUMBER	APPLICABLE LIMITS	
			<del></del> 7
Business auto Liability Premium: \$		Combined Single Limit \$	-
COMM'L GENERAL LIABILITY LEMIUM: \$125,000	Westchester Surplus Lines Ins. Co. 1/23/04 - 05 #GLW 778 197	Each Occurrence \$ 1,000,000  General Aggregate (other than Products/ Completed Operations) \$ 2,000,000  Products/Completed Ops. Aggregate \$ 2,000,000  Personal & Advertising Injury \$ 1,000,000	
(X) GENERAL AGGREGATE APPL ( ) GENERAL AGGREGATE APPL	IES PER LOCATION LIES PER PROJECT		
(COVERAGE B) EMPLOYER'S LIABILITY	1	Each Accident \$	
NOTE: PLEASE SUBMIT COME	ANIES' NAME AS NOTED IN YOUR	BEST'S INSURANCE REPORTS.	



#### COMMON POLICY DECLARATIONS DECLARATIONS

ace usa

POLICY NO. GLW-778197-0/000

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS : CORPORATION

BUSINESS DESC :

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

COMMERCIAL PROPERTY

NOT COVERED

COMMERCIAL GENERAL LIABILITY

125,000

COMMERCIAL CRIME

NOT COVERED

COMMERCIAL INLAND MARINE

NOT COVERED

ESTIMATED TOTAL PREMIUM

\$125,000

THE POLICY WRITING NONREFUNDABLE MINIMUM PREMIUM IS

PREMIUM SHOWN IS PAYABLE: \$125,000 AT INCEPTION;

1ST ANNIVERSARY:

1750

2ND ANNIVERSARY

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS 110017 (11-98)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Extra

DATE: 03-18-04

BY:

AUTHORIZED REPRESENTATIVE

EK1 ABUTL

20-18-04 -ك

Page 1 of 3

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# COMMERCIAL GENERAL LIABILITY

ace usa

DECLARATIONS

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

LIMITS OF INSURANCE						
GENERAL AGGREGATE PRODUCTS-COMPLETED OPERATIONS AGGREGATE PERSONAL INJURY & ADVERTISING INJURY EACH OCCURRENCE DAMAGE TO PREMISES RENTED TO YOU MEDICAL EXPENSE	***	2,000,000 2,000,000 1,000,000 1,000,000 50,000 5,000	ANY ANY	ONE ONE	PREMISES PERSON	

BODILY INJURY AND PROPERTY

DAMAGE COMBINED DEDUCTIBLE: See Manuscript Forms

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

	CLASSIFICATION	CODE	PREMIUM	BASIS	PMS RATE	PDT:
1	RIFLE OR PISTOL RANGES PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGRE	47254 GATE LIMI	EACH T	83	936.200	INCL
	AMMUNITION HEG.  HOTELS AND MOTELS - WITHOUT POOLS OR BEACHES - LESS THAN FOUR STORIES	18206 51211 45192	GROSS SALES GROSS SALES GROSS SALES	6,555,000 300,000 7,000,000	.613 2.341 2.670	1.062 7.506 INCL
1	PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGRE CLOTHING MFG.	SATE LIMIT 51896	GROSS SALES	50,000	.080	- 285

3



### COMMERCIAL GENERAL LIABILITY

DECLARATIONS

ace usa

POLICY NO. GLW-778197

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER, INC.

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

LOC CLASSIFICATION	CODE	PREMIUM	BASIS	PMS RATE	PDTS RATE
1 CONSULTANTS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENER	41677 AL AGGREGATE LIMIT	PAYROLL	20,000,000	.477	INCL

MAINUSCRIPT FORMS:

CG0300 (01-96) : DEDUCTIBLE LIABILITY INSURANCE

Coverage

Bodily Injury Liability and Property Damage Liability Combined Amount and Basis of Deductible \$ 50,000 per OCCURRENCE

GENERAL LIABILITY PREMIUM

\$125,000

FORMS AND ENDORSEMENTS

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE: 03-18-04 BY:

AUTHORIZED REPRESENTATIVE

Extra

CPP 4506 1090

03-18-04 EK1 ABUTL

Page 3 of

### SURPLUS LINES INFORMATION:

THE INSURANCE COMPANY WITH WHICH THIS COVERAGE HAS BEEN PLACED IS NOT LICENSED BY THE STATE OF NORTH CAROLINA AND IS NOT SUBJECT TO ITS SUPERVISION. IN THE EVENT OF THE INSULVENCY OF THE INSURANCE COMPANY, LOSSES UNDER THIS POLICY WILL NOT BE PAID BY ANY STATE INSURANCE GUARANTY OR SOLVENCY FUND.

## COMMON POLICY DECLARATIONS

EXTENDED NAMED INSURED

POLICY NO. GLW-778197-0/000

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER,

550 PUDDIN RIDGE MOYOCK NC 27958 HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BLACKWATER LODGE & TRAINING SYSTEMS, INC. BLACKWATER TARGET SYSTEMS LLC
BLACKWATER SECURITY CONSULTANTS LLC
E & J HOLDINGS LLC

xtra

FORMS SCHEDULE

POLICY NO. GLW-778197-0/000

ACCOUNT NUMBER: NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

74114

BLACKWATER LODGE & TRAINING CENTER,

550 PUDDIN RIDGE MOYOCK NC 27958

HEATH INSURANCE BROKERS, INC. 300 S WACKER DR, SUITE 900 CHICAGO IL 60606

POLICY PERIOD:

From 01/23/2004 to 01/23/2005

AT 12:01AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

COMMON POLICY PACKAGE

IL0017 (11-98) COMMON POLICY CONDITIONS

COMMERCIAL GENERAL LIABILITY

GLX0001 01-96 DISCRIMINATION EXCLUSION

ASBESTOS EXCLUSION (ALL STATES EXCEPT WA) ULX0006 04-98 LD5S23g(04-02)

SIGNATURE PAGE (WESTCHESTER SURPLUS LINES) CG0300 (01-96) DEDUCTIBLE LIABILITY INSURANCE

IL0021 (04-98)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT CG2167 (04-02) ULX0005 01-97

FUNGI OR -BACTERIA EXCLUSION LEAD EXCLUSION

CG2504 (11-85) AMEND-AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

CG2147 (07-98) EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG0057 (09-99) AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR

CG2149 (09-99) TOTAL POLLUTION EXCLUSION

GLE0052 09-01 MINIMUM EARNED PREMIUM PROVISION MANA0089

SERVICE OF SUIT ENDORSEMENT TRIA11

POLICYHOLDER DISCLOSURE NOTICE-TERRORISM INS. CVG. ALL-13845

LTD. EXCL. OF CERTIFIED ACTS OF TERRORISM ALL-14151

EXCL. PUN. DMGS. RELATED TO CERT. ACT OF TERRORISM CG2116 (07-98) EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

CG2251 (07~98)

EXCLUSION-LAW ENFORCEMENT ACTIVITIES CG0001 (10-01)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

IL 00 17 11 98

### **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspections And Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find;
   and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declara-

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Filed 08/10/2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **DISCRIMINATION EXCLUSION**

This policy does not apply to any liability or damage caused by the acts or omissions of any insured or insured's employee or any person acting on behalf of the insured arising out of:

- 1. Discrimination of any kind; and
- Any actual or alleged defamation, emotional distress, humiliation or harassment which 2. arises out of discrimination of any kind.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ABSOLUTE ASBESTOS EXCLUSION**

- This policy does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" or any other liability or damage arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- Coverage for any fees, costs or expenses of any nature whatsoever in the investigation
  or defense of any claim or "suit" arising out of or involving asbestos, asbestos fibers or
  any product containing asbestos or asbestos fibers.